

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.05-290

**ANNUAL REQUIREMENTS FOR HOUSEHOLD HAZARDOUS WASTE
COLLECTIONS, HAZARDOUS WASTE SERVICES FOR CITY & COUNTY
DEPARTMENTS, AND LIMITED SMALL BUSINESS HAZARDOUS WASTE
SERVICES**

DATE: February 27, 2006

CONTRACT PERIOD: Feb. 1 2006 thru Jan. 31, 2007

CONTRACTOR: Teris LLC, MSE Environmental
880 West Verdulera Street
Camarillo, CA 93010

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

COMPANY REPRESENTATIVE: Fred A. Gabriel

TELEPHONE NO: 805-987-0217

FAX No.: 805-987-8718

E-MAIL ADDRESS:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

As Per Proposal, Contract and Spec No. 05-290

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. # 075646

Dated: 2-17-06

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**HOUSEHOLD HAZARDOUS WASTE COLLECTIONS,
HAZARDOUS WASTE SERVICES FOR CITY & COUNTY
DEPARTMENTS, AND LIMITED SMALL BUSINESS HAZARDOUS
WASTE SERVICES,
SPECIFICATION 05-290**

**Contractor:
Teris LLC, MSE Environmental
880 West Verdulera Street
Camarillo, CA 93010**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 10th day of January 2006, by and between Teris LLC, MSE Environmental, 880 West Verdulera Street, Camarillo, CA 93010 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For all labor, material and equipment necessary for **Household Hazardous Waste Collections, Hazardous Waste Services for City & County Departments, and Limited Small Business Hazardous Waste Services, Specification 05-290.**

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City **as per Unit Prices - See Proposal of MSE.**

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The contract shall be **February 1, 2006 thru January 31, 2007**, for one (1) year, with options to renew for two (2) additional one year terms.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- *5. The City of Lincoln Standard Specifications for Municipal Construction
 - a. General Conditions
 - b. General Specifications
6. The Special Provisions

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No.
dated

075646

Feb 17, 2006

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)
Laura Garrido

Teris LLC dba MSE Environmental
Name of Corporation

880 West Verdulera Street
(Address)

By: [Signature]
Duly Authorized Official

Director of Field Services
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:
Member

By:
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Fred Gabriel, do hereby certify that all equipment to be used on City Project/Specification No. 05-290, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in _____ County, Nebraska.

All equipment is
outside the State
of Nebraska.

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DATED this 1 day of February, 2006.

By:



Title: Director of Field Services

Texas
STATE OF ~~NEBRASKA~~)
)ss.
COUNTY OF Dallas)

On Feb 1, 2006, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Fred A. Gabriel, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.


Notary Public

(SEAL)

COST PROPOSAL
Household Hazardous Waste Collections,
Hazardous Waste Services for City and County Departments,
and Limited Small Business Hazardous Waste Services

The undersigned signatory, having full knowledge of the requirements of the City of Lincoln for the below listed services, agrees to enter into a contract with the City for the below listed item/s for the performance of this Specification, complete in every respect, in strict accordance with contract documents and for the fees listed below.

Household Hazardous Waste Collection, Hazardous Waste Services for City and County Departments, and Limited Small Business Hazardous Waste Services

Prepared by the
Lincoln-Lancaster County Health Department
Environmental Public Health Division
3140 N Street
Lincoln, NE 68510

COST PROPOSAL

#	Item	Management/Disposal Method	Unit	Unit Cost
	HOUSEHOLD HAZARDOUS WASTE COLLECTIONS			
1	Mobilization/Demobilization On-Site Labor / and On-Site Equipment	N/A	Per Collection Site:	\$1,500.00
			One Day HHW Collection	\$3,100.00
			One Day and One Afternoon HHW Collection	\$4,600.00
			One Day and One Afternoon CESQG Event	\$4,600.00
		This line is to send a trailer and manifest to pick up waste only.	Pick up for City/ County Agencies within 2 weeks of request.	\$250.00
2	Waste Characterization Services			
		Field Analysis	Per Sample	N/C
		Fuel Blend Analysis	Per Waste Stream	N/C
		Full Analysis	Per Waste Stream	N/C
		Per Unknown Container	Per Test	\$300.00
		TCLP Analysis	Per Waste Stream	\$600.00
	Other (Please Specify)			

#	Item	Management/Disposal Method	Unit	Unit Cost
3	Liquid Non-Halogenated Flammables	Specify Disposal Method	Specify Unit	N/A
		Bulking Labor at Collection Site	Per Man/Hour	\$32.50
		Bulking Labor at Receiving Facility	Per Bulked Gallon	N/A
		Liquids Incinerated as Alternative Fuel	Per Pumpable Gallon	\$2.80
		Sludge Incinerated as Alternative Fuel	Per Non-Pumpable Gallon	\$2.80
		Liquids Incinerated as Hazardous Waste	Per Pumpable Gallon	\$2.80
		Lab pack Incinerated as Hazardous Waste	Per Pound	\$1.32
4	Inorganic Poisonous Compounds	Specify Disposal Method	Specify Unit	N/A
		Liquids Lab pack Incinerated as Hazardous Waste	Per Pound	\$1.32
		Bulked Liquids Incinerated as Hazardous Waste, >5 gallon	Per Gallon	\$6.30
		Solids Lab pack Incinerated as Hazardous Waste	Per Pound	\$1.32
		Solids/Liquids lab pack Incinerations as a Hazardous Waste	Per 55 gallon Drum	\$240.00
5	Organic Poisonous Compounds (Halogenated Solvents & Pesticides)	Specify Disposal Method	Specify Unit	N/A
		Solids Lab pack Incinerated as Hazardous Waste	Per Pound	\$1.32
		Liquids Lab pack Incinerated as Hazardous Waste	Per Pound	\$1.32
		Bulked Liquids Incinerated as Hazardous Waste, >5 gallon	Per Gallon	\$6.30
		Solids/Liquids lab pack Incinerations as a Hazardous Waste	Per 55 gallon Drum	\$240.00
6	Latex Paint	Specify Disposal Method	Specify Unit	N/A
		Liquids Bulked, Recycled	Per Gallon	\$3.80
		Sludge Bulked, Recycled	Per Gallon	\$3.80
		Solids/Liquids in cans lab pack for Recycling	Cubic yard box	\$445.00

7	Oil Based Paint	Specify Disposal Method	Specify Unit	N/A
		Liquids/Solids, Recycled		N/A
		Bulked Liquids, Fuels Blending	Per Gallon	\$3.20
		Bulked Sludge, Fuels Blending	Per Gallon	\$4.00
		Solids/Liquids in cans lab pack for Incineration	per Cubic yard box	\$500.00
8	Aerosols	Specify Disposal Method	Specify Unit	
		Lab-pack, Incinerated	Per Net Pound	\$1.50
		Lab-pack, Incinerated	Per 55 gallon drum	\$240.00
		Lab-pack, Treatment	Per Net Pound	N/A
			Per Other Unit: Specify:	N/A
		Lab-pack, Recycling	Per Net Pound	\$1.50
		Lab-pack, Recycling	Per 55 gallon drum	\$240.00
9	Lab-packs Specify Waste Types	Specify Disposal Method	Specify Unit	N/A
	40 CFR 268.42c	Direct Incineration	Per 5 Gallon drum	\$90.00
		Direct Incineration	Per 12 Gallon drum	\$120.00
		Direct Incineration	Per 30 Gallon drum	\$160.00
		Direct Incineration	Per 55 gallon drum	\$240.00
#	Item	Management/Disposal Method	Unit	Unit Cost
9	Lab-packs Specify Waste Types	Specify Disposal Method	Specify Unit	N/A
	DOT Lab Packs	Direct Incineration	Per 5 Gallon	\$90.00
		Direct Incineration	Per 12 Gallon	\$120.00
		Direct Incineration	Per 30 Gallon	\$160.00
		Direct Incineration	Per 55 Gallon	\$240.00
10	Dioxins	Specify Disposal Method	Specify Unit: Per Net or Gross Lbs.	N/A
		Lab-pack/Incineration	Per gross lbs.	\$1.65
11	Polychlorinated Biphenyls (PCB's)	Specify Disposal Method	Specify Unit	N/A
		Lab-pack, Incineration (Ballasts, capacitors, oils, paints)	Per gross lbs.	\$3.50
		Lab-pack, Treatment		N/A

12	Compressed Gas Containers, not empty	Specify Disposal Options - Recycling, Reclamation, Disposal Method, etc.	Specify Unit	N/A
	Specify Type and Size(s) Accepted	Small Propane for Incineration	5 gallon drum	\$175.00
		Small Propane for Incineration	30 gallon drum	\$475.00
		Small Propane for Incineration	55 gallon drum	\$575.00
		BBQ Grill size Propane for Recycling	each	\$25.00
		Flammable for Treatment	Lecture 3" x 12"	\$300.00
		Non-flammable for Treatment	Lecture 3" x 12"	\$200.00
		Toxic (excluding Zone A) for Treatment	Lecture 3" x 12"	\$550.00
		Reactive for Treatment	Lecture 3" x 12"	\$750.00
		Corrosive for Treatment	Lecture 3" x 12"	\$350.00
	Compressed gas containers	Empty	Lecture 3" x 12"	\$200.00
13	Corrosives	Specify Disposal Method	Specify Unit:	N/A
	Liquid Corrosives	Bulked	Per Gallon	\$6.00
	Liquid Corrosives	Lab-packed, Incineration	Per Pound	\$1.45
	Liquid Corrosives	Lab-packed, Treatment	Per Pound	N/A
	Liquid Corrosives	Lab-packed, Incineration	Per 30 gallon drum	\$160.00
	Solid Corrosives	Lab-packed, Incineration	Per Pound	\$1.45
	Solid Corrosives	Bulked	Gallons by Capacity	\$6.00
	Solid Corrosives	Lab-packed, Incineration	Per 30 gallon drum	\$160.00
14	Oxidizers	Specify Disposal Method	Specify Unit	N/A
	Liquid Oxidizers	Lab-packed, Incineration	Per Pound	\$1.85
	Solid Oxidizers	Lab-packed, Incineration	Per Pound	\$1.85
	Solid/Liquid Oxidizers	Bulked, Incineration	Per 30 gallon drum	\$195.00

15	Reactives	Specify Disposal Method	Specify Unit	N/A
	Lithium Batteries Intact	Incineration	Per Pound	\$3.50
	Lithium Batteries (Not Intact)	Incineration	Per Pound	\$3.50
	Water Reactive	Incineration	Per Pound	\$3.50
	Peroxide Formers	Incineration	Per Pound	\$3.50
	Fireworks/Powder (Wetable)	Incineration	Per Pound	\$3.50
	Flammable Solids	Incineration	Per Pound	\$3.50
	Organic Peroxides	Incineration	Per Pound	\$3.50
16	Mercury Compounds	Specify Disposal Method	Specify Unit	N/A
	Liquid Mercury (i.e., thermometers, switches, etc.)	Recycle	Per Net Pound only	\$12.00
	Organic Mercury Compounds	Lab-pack Recycle	Per Net Pound only	\$12.00
	Inorganic Mercury Compounds	Lab-pack Recycle	Per Net Pound only	\$12.00
	Fluorescent Light Tubes	Recycle	Per Foot	\$0.25
17	Electronic Equipment	Specify Disposal Method	Specify Unit	
	Computer CPU	Recycle	Per Unit	\$9.00
	Computer CRT	Recycle	Per Unit	\$10.00
	Peripheral Components (keyboards, mouse, etc.)	Recycle	Per Unit	\$1.00
18	Adhesives	Specify Disposal Method	Specify Unit	
		Bulked	Per Net Gallon	\$4.00
		Lab Packed	Per Net Pound	\$1.32
19	Miscellaneous Wastes	Specify Disposal Method	Specify Unit	
	Hazardous Waste Liquid (N.O.S.)	Lab-packed, Incinerated Bulked Incineration	Per Pound	\$1.32
	Hazardous Waste Liquid (N.O.S.)	Lab-packed, Treatment (Specify)		N/A
	Hazardous Waste Solid (N.O.S.)	Lab-packed, Incinerated Bulked Incineration	Per Pound	\$1.32
	Hazardous Waste Solid (N.O.S.)	Lab-packed, Treatment (Specify)		N/A
20	Waste Containing Asbestos	Specify Disposal Method	Specify Unit	N/A
	Solid	Bulk, Landfill	Per Pound	\$1.00
	Solid	Bulk, Landfill	Per 5 gallon drum	\$55.00

21	Other Waste Types Not Listed (Specify)	Specify Disposal Method	Specify Unit	N/A
	HAZARDOUS WASTE SERVICES FOR CITY/COUNTY DEPT.			
	Mobilization/Demobilization for Services to City of Lincoln-Lancaster County Departments/Agencies. <i>*See Amendment No. 1.</i> NOTE: Master Services Agreement governs terms and conditions of this option.	N/A	Per Service Unit:	
	With an associated Household Hazardous Waste Collection		Per Service Event:	\$1,500.00
	Without an associated Household Hazardous Waste Collection	This line is to send a trailer and manifest to pick up waste only.	Per Service Event:	\$250.00
	Other Charges/Stop Charges			N/A
	Limited Small Business Hazardous Waste Service			
21	Limited Mobilization/Demobilization for Services for Small Business. <i>*See Amendment No. 1.</i> NOTE: Master Services Agreement governs terms and conditions of this option.	N/A	Per Service Event:	N/A
	Three to four hours on a Thursday or Friday associated with Household Hazardous Waste Collections.		Per Service Event:	\$1,500.00
24	Mobilization/Demobilization Costs for "Milk-Run" Small Business Hazardous Waste Collections that coordinate with Household Hazardous Waste Events.	N/A	Stop Charges: Per Service Event: Each stop.	\$50.00
	Mobilization/Demobilization Costs for "Milk-Run" Small Business Hazardous Waste Collections not associated with a Household Hazardous Waste Collection Event.	This line is to send a trailer and manifest to pick up waste only.	Per Service Event:	\$250.00
25	County Sweep Event, 2 or 3 Hour stops at small towns in county, 2-4 stops during event.	N/A	Stop Charges: Per Service Event: Per event.	\$1,000.00

26	Disaster Mobilization/Demobilization Costs with 72 hours notice. "Disaster Clean-up" (e.g. tornado, floods, etc.)		Per Call Out	\$5,500.00
		Labor	Per Man/Hour	\$50.00
		Staff	Per Diem Per Day	\$130.00